

**REQUEST FOR QUOTATION**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, AZ 85086

RFQ NO: Q09-04-KOffers will be accepted until 5:00
p.m. on October 14, 2008

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Date: October 1, 2008**VENDOR NOTICE****THIS IS NOT A PURCHASE ORDER**

Vendor should quote his best net price, FOB destination, including all charges, including applicable taxes. Delivery schedule should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

This procurement is expected to be between \$1,000.00 and \$10,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchases under \$50,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S. Section 41-1001-14). **BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.**

DELIVERY POINT:

Arizona Game and Fish Department
5000 West Carefree Highway
Phoenix, AZ 85086

Representative: John KanePhone No.: 623-236-7461FAX No.: 623-236-7922**VENDOR QUOTATION**

Item	Qty	Unit	Description	Unit Price	Extended Price
1	1	Each	14' aluminum boat	\$ _____	\$ _____
2	1	Each	Trailer with spare tire	\$ _____	\$ _____
3	1	Each	9.9 HP 4-stroke OHC boat engine, (L) 20" transom height	\$ _____	\$ _____
4	2	Each	Tie down straps	\$ _____	\$ _____
			Per Specifications on page 9		

			Make and Model Number Quoted		
THIS IS NOT A PURCHASE ORDER					

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Phone #

Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above-listed price(s).

Signature_____
Date_____
Typed Name and Title_____
Tax ID No.

"AN EQUAL OPPORTUNITY AGENCY" Fax No.: _____

August 21, 2008



**REQUEST FOR QUOTATION
(Continuation Sheet)**

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, AZ 85086

RFQ NO: Q09-04-K
Offers will be accepted until 5:00
p.m. on October 14, 2008

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Date: October 1, 2008

VENDOR QUOTATION


DELIVERY POINT:

Arizona Game & Fish Dept
5000 West Carefree Highway
Phoenix, AZ 85086

Representative: John Kane
Phone No.: 623-236-7461
FAX No.: 623-236-7922

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
			<p><u>VENDOR CERTIFICATION:</u> Please check all blanks that apply:</p> <p>_____ In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.</p> <p>_____ In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Sudan.</p> <p><u>SMALL BUSINESS</u> A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations. _____ This company is a small business concern. _____ This company is not a small business concern.</p> <p><u>MINORITY BUSINESS ENTERPRISE</u> A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members shall consist of those groups defined under Section 8 (a) of the Small Business Act. _____ African American _____ Native American _____ Asian _____ Other _____ Hispanic _____ Woman-Owned</p> <p>THIS IS NOT A PURCHASE ORDER</p>		
				SUB TOTAL	\$ _____
				Tax	(_____ %)
				TOTAL AMOUNT	\$ _____

	SPECIAL TERMS AND CONDITIONS		Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, Arizona 85086
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1. PURPOSE

This Request For Quotation (RFQ) is to establish a contract to purchase a 14' boat, trailer and engine for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. SIGNATURE OF OFFER

Complete pages 1 and 2 of this document. An authorized representative of the Offeror will sign where indicated on page 1. All information requested must be submitted. Failure to include all of the items may result in a bid being rejected.

3. CIVIL RIGHTS NOTIFICATION

The Arizona Game and Fish Department receives Federal assistance from the U.S. Fish and Wildlife Service, and thus prohibits discrimination on the basis of race, color, religion, national origin, disability, age and sex pursuant to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990. To request an accommodation or informational material in an alternative format or to file a discrimination complaint please contact the Deputy Director's Office at (623) 236-7276 or by mail at 5000 West Carefree Highway, Phoenix, AZ 85086. Discrimination complaints can also be filed with the U.S. Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program, Attention: Civil Rights Coordinator for Public Access, 4401 North Fairfax Drive, Arlington, VA 22203.

4. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the recipient on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement shall be required to be signed by an individual, private organization, or institution receiving U.S. Fish and Wildlife Service conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

5. INSURANCE

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the



SPECIAL TERMS AND CONDITIONS

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indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Fire Legal Liability	\$ 25,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Each Occurrence	\$ 500,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."


3. Worker's Compensation and Employers' Liability

A. Workers' Compensation Statutory
Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

B. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to John Kane, *the Arizona Game and Fish Department, Purchasing Office, 5000 W. Carefree Highway, Phoenix, AZ 85086*, and shall be sent by certified mail, return receipt requested.


D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to: John Kane, *the Arizona Game and Fish Department, Purchasing Office, 5000 W. Carefree Highway, Phoenix, AZ 85086*. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. APPROVAL: Any modification or variation from the Insurance Requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

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G. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

6. INDEMNITY

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

7. BRAND NAME OR EQUAL SPECIFICATION

The brand name or equal specification used in this solicitation is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Any offer which proposes equal quality, design, or performance will be considered if the product offered is identified in the bid, including sufficient technical information, and is determined by the State to be an equal in all material respects to the brand name product referenced in the solicitation.

8. ESTIMATED QUANTITIES


The quantities listed in the RFQ are estimates only. Actual quantities purchased may vary from estimates. The State reserves the right to purchase greater or lesser quantities than indicated without penalty.

9. CONTRACT TERM

The term of any resultant contract will commence on the date of award and will continue until delivery and acceptance unless canceled, terminated or extended as otherwise provided herein.

10. PRICING

Pricing is all-inclusive including price for all products, delivery and taxes. Refer to Price Sheet page 2.

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11. TAXES

The applicable State and local taxes will be listed on the price sheet.

12. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance may be considered a failure to perform to expectations

13. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

14. CONTRACT ADMENDMENTS


The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the AGFD needs. The Contractor (s) will be notified prior to any changes in the contract. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

15. INCLUSIVE OFFERORS

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

16. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the offer.


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17. FEDERAL IMMIGRATION AND NATIONALITY ACT

The contractor(s) shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor(s) shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor(s) and/or any subcontractor(s) be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to suspension of work, cancellation of contract and suspension and/or debarment of the contractor.

18. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT

- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- C. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
- D. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

	SPECIFICATIONS	Arizona Game and Fish Department Purchasing Office 5000 West Carefree Highway Phoenix, AZ 85086
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1. PURPOSE

This Request for Quotation (RFQ) is to establish a contract to purchase a boat, trailer, boat engine and tie downs for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. SPECIFICIATIONS

Boat

- 2.1.1 14' aluminum boat
- 2.1.2 20" transom height
- 2.1.3 Walk-through seating design

Trailer

- 2.2.1 Trailer for 14" boat
- 2.2.2 Spare tire with trailer mount

Boat Engine

- 2.3.1 9.9 HP 4-stroke OHC twin cylinders outboard motor
- 2.3.2 (L) 20' transom height

Tie downs

- 2.4 Transom tie downs to secure boat to trailer



ATTACHMENT I

Arizona Game and Fish Department
Purchasing Office
5000 West Carefree Highway
Phoenix, AZ 85086

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ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	AGG. NBRD.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$ 500,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP. (Any one person) \$
						PERSONAL & ADV. INJURY: \$ 500,000
						GENERAL AGGREGATE \$1,000,000
						PRODUCTS - COMP. PROP. AGG. \$ 500,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident) \$ 500,000
		ANY AUTO				BODILY INJURY (Per person) \$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		HIRED AUTOS				
		NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC. \$
						AGG. \$
		EXCESS UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		DEDUCTIBLE				\$
		RETENTION \$				\$
		RETENTION \$				\$
		WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				INC. STATUTORY LIMITS OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
		If yes, list below SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The State of Arizona, The Arizona Game and Fish Department, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. Waiver of subrogation against The State of Arizona, The Arizona Game and Fish Department, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. Solicitation #:

CERTIFICATE HOLDER	CANCELLATION
The State of Arizona and The Arizona Game and Fish Department Purchasing Office 5000 W. Carefree Highway Phoenix, AZ 85086	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE